

## **EXHIBIT 2**



CHASE

## **ACCOUNT RULES AND REGULATIONS**

**YOUR GUIDE TO:**  
CHECKING  
SAVINGS  
CERTIFICATES OF DEPOSIT  
OVERDRAFT PROTECTION  
PRIVACY POLICY

# Welcome to Chase

Thank you for opening your new account. We want to make it easy for you to bank with us, whenever and wherever you choose. Our 3,000-plus Chase branches in 17 states and over 14,000 Chase and WaMu ATMs nationwide, combined with online banking, bill payment, Chase Mobile<sup>SM</sup> and account alerts on Chase.com, help make sure you're never far from your money.

## About this guide

This guide contains the following three sections. Please review this information and keep it with your records.

### **1. Helpful Information for Managing Your Account**

In this section you'll find information about our banking options, as well as steps you can take to help prevent fees and get the most out of your account.

### **2. Deposit Account Agreement**

The second section is your Deposit Account Agreement, or contract, with us.

The Deposit Account Agreement also includes the following disclosures (which are separate documents we provided to you) that apply to our personal and business accounts:

- Rates for interest bearing accounts
- Personal accounts:
  - Additional Banking Services and Fees
  - Funds Availability Policy for Personal Accounts
  - Personal account products
- Business accounts:
  - Additional Banking Services and Fees
  - Business account products
  - Business Deposit Express Fees and Agreement
  - Funds Availability Policy for Business Accounts
- Any additional disclosures such as amendments or agreements that we will provide to you, either when you open your account or if we change the terms and conditions of your account

### **3. Chase Privacy Policy**

The Chase Privacy Policy explains what we do to keep information about you private and secure.

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## SECTION I:

# Helpful Information for Managing Your Account

## Important Customer Responsibilities

**1. Manage Your Account:** We think it's better to help you avoid fees than watch you make costly mistakes. So follow these rules every day, and you'll manage your checking account smoothly for years to come.

- **Make sure deposits are available before you spend** – When money goes into your checking account as a direct deposit, the whole amount is available to spend that day. But deposits you make with a paper check can take several days to become available. So review your available balance to be sure the money is available for use before you spend it.
- **Record every transaction on the spot** – Don't assume you'll remember to do it when you get home. That's how innocent mistakes happen. If anyone on your account writes a check, uses an ATM or makes any transaction at all, record it right away.
- **In doubt? Get your available balance in seconds** – Enroll in Chase Mobile<sup>SM</sup> at Chase.com/Mobile and then text BAL to CHASE (24273) at any time. You can also get your balance at any Chase ATM, on Chase.com or by telephone at one of the numbers on the back cover of this booklet. Any time you review your available balance, the amount may not include recent checks you've written or purchases you've made, because they can take time to reach us. So record every transaction in your register.
- **Leave yourself a cushion and never spend below it** – Pick a specific amount (such as \$50 or \$100) and treat it as your personal "no spend" zone. That way, a small mistake won't leave you overdrawn.
- **Realize you just spent more than you have?** Don't let the account stay overdrawn – Make a deposit as soon as possible to cover the over-draft and any fees.

**2. Update Your Personal Information:** Please make sure we have your most current information because it will affect how we reach you, where we mail your statements and how we provide tax reporting to the Internal Revenue Service.

- Always alert us when you change or add personal information, such as your name, address, e-mail

**address, phone number, Social Security number or resident/citizenship status.**

- If you have a change or addition, call us, stop by any of our branches, visit Chase.com or write to us. You'll find a list of our telephone numbers and our address on the back cover of this booklet.
- **Note:** We may change your address if the U.S. Postal Service tells us that you have a new address. If this happens, we'll send you a letter about the change.

**3. Review Your Statement:** It's important to always take a few minutes to review each statement for accuracy:

- It's your responsibility to promptly notify us of any unauthorized transactions or other discrepancies, generally within 30 days of the statement date. However, some notification timeframes for personal accounts like the ones below could be longer:
  - **Electronic transactions, such as debit card purchases:** See the "In Case of Errors or Questions About Your Electronic Funds Transfers" section for details.
  - **Substitute Checks:** See the "Check 21 – Substitute Checks and Your Rights" section for details.
- Call us as soon as possible to report concerns. If you don't contact us within the timeframes outlined in the Deposit Account Agreement, we may not be able to help you clear up the issue:
  - Calling us is the fastest way to let us know there's a problem. Please note that if you call us, we may ask you to follow up in writing.
  - Your statement has information about how to report unauthorized transactions, other discrepancies and errors. For more details, see your Deposit Account Agreement.
- Your statement also includes other important information for your review:
  - Changes to your Deposit Account Agreement
  - Helpful service messages
  - Debit card rewards information
  - Contact information

**Note:** You may be paying account fees that you can avoid. Please stop by any of our branches and we'll help you figure out if there's a way we can reduce or eliminate certain fees.

**4. Safeguard Your Information:** We have state-of-the-art tools in place to keep your information secure. We also need you to do your part by always protecting your:

- account statements
- IDs and passwords

debit cards and PINs

- checks (blank or paid)
- signature stamps
- any other bank-related documents – paper or electronic – that may have information about you or your account

Keep your confidential information private to help avoid fraud or identity theft. If you don't take reasonable precautions to protect your personal information, we may not accept liability if your information becomes compromised.

And, don't forget to frequently update your computer's security software to help protect it from online criminals and viruses.

## Your Banking Options

We offer many ways for you to bank when and where it's most convenient for you, including:

- **Branches:** We have more than 3,000 branches in 17 states. Visit Chase.com or call us to find a branch near you.
- **ATMs:** There are more than 9,000 Chase ATMs in branches and many other convenient locations where you can make deposits, withdrawals or transfers. If you need help finding an ATM, visit Chase.com or call us. If you use other banks' ATMs, you may pay fees from them, as well as from us. The best way to avoid fees? Always use a Chase ATM.
- **Chase Online<sup>SM</sup>:** When you register on Chase Online, you can check balances, pay bills, transfer money, sign up for account alerts and more – any time and anywhere you have Internet access. Visit Chase.com for details and a demo.
- **Chase by Phone:** Our automated service is available 24/7 so you can check balances, transfer money and more. We also offer banker assistance by telephone during extended business hours. If you prefer to speak with a banker, just call Chase by Phone and enter your debit card number and PIN. See the back cover of this booklet for our phone numbers.
- **Chase Mobile<sup>SM</sup>:** Text your account and it texts you back. After you sign up on Chase.com, you'll have 24/7 access anywhere your cell phone has service to view balances and transaction history.
- **Chase by Mail:** You can mail deposits to:

Chase by Mail  
P.O. Box 36520  
Louisville, KY 40233-6520

## Deposits

1. **Direct Deposits:** Your employer or a government agency can deposit funds electronically into your account so you'll have access to your money the same day we receive it. Here are more details:
  - Direct deposit signup forms are available at any of our branches or on Chase.com.
  - If you want to confirm a direct deposit, go to Chase.com or call us. Or, you can set up voice or e-mail alerts on Chase.com and we'll notify you when we receive your deposit.

2. **Funds Availability:** There are differences between when you make a deposit, when we consider your deposit received and when the funds become available for your use. It's important to understand these differences because if you try to use funds that aren't available, it may result in returned checks and fees.

We've summarized a few key points about our Funds Availability Policy below. We know this is a complicated topic, so please don't hesitate to ask us if you have any questions. In addition, **please read the entire Funds Availability Policy that you received at account opening.**

- **When Your Deposit Is Received:** We consider your deposit received on the day you make your deposit if it's made on a business day before the cutoff time displayed at the branch or ATM. If you make your deposit on a weekend or a legal holiday or after the cutoff time on a business day, we'll consider the deposit received on the following business day.

**For example:** You make your deposit on Friday at 6:10 p.m. and the cutoff is at 6 p.m. We consider the deposit received on the next business day, which is Monday. However, if Monday is a holiday, we consider the deposit received on Tuesday.

- **When Your Deposit Is Available:** Generally, we give you next day availability on your deposit, except when you deposit a check that isn't drawn on a Chase account. Refer to your Funds Availability Policy about non-Chase checks. In addition, this means:

- We'll use the funds from your deposit to pay items (including checks, online payments and debit card purchases) on the day we receive your deposit.
- Your funds aren't available for cash withdrawals until the next business day.
- Cash deposits made with a banker, wire transfers and electronic direct deposit of your paycheck or government benefit payment

are available for a cash withdrawal on the same day we receive them.

- **Holds:** If we hold your funds beyond the time-frame in your Funds Availability Policy, it will be noted on your receipt after you make your deposit with a banker. However, if your deposit isn't made with a banker (e.g., at an ATM) or we add a hold after you leave the branch, we'll send you a notice to let you know when your funds will be available.
- **Holds for Court Orders:** We may be asked by a legal entity such as a court or government agency to place a hold on your account, which could limit your transactions. We'll send you a letter if this happens.
- **New Accounts:** New accounts may have more restrictions on the availability of funds. See your Funds Availability Policy for details.
- **Returned Deposits:** Even after we've made your funds available for withdrawal, it doesn't necessarily mean the items have been paid by the bank they were drawn on. It can take weeks, even months, for counterfeits or other issues to be discovered. If an item is returned by another bank or not paid, we'll subtract the amount of the item and the Deposited Item Returned fee from your account balance and let you know. When your balance is reduced as a result of a returned or unpaid item, your account could become overdrawn.

## Withdrawals from Your Checking or Savings Account

### 1. Writing a Check

- When you write a check, please make sure it's complete and filled out properly. Otherwise, we may not honor the check. Always remember to:
  - Write in the current date (not a future date).
  - Write who the check is payable to (the payee).
  - Write the same amount in U.S dollars and in words. If they don't match, we may use either amount to pay the check, which could result in a discrepancy in your account.
  - Sign the check.
- There are a few important things to keep in mind about how your checks are paid:
  - You should have available funds in your account before you write a check, because it could clear your account as soon as the day you write it. So, know your balance at all times and don't count on a delay of a day or more before we deduct the funds from your account.

We may pay any check drawn on your account, even if it's over six months old. However, a check more than six months old may not be paid if you give it to one of our bankers to deposit.

- If the person cashing your check doesn't have a Chase deposit or loan account, we may not cash the check. Or, we may cash the check and charge the person a fee.
- An important note: Because of industry changes, some checks are now processed electronically, so the original check may not be available to us. As a result, even if you've asked for your paid checks to be returned with your statement, you won't get these checks back. You also won't be able to see these checks on your statements or view them on Chase Online. You will be able to see some check details in the "Checks Paid" or "Transaction Detail" section of your statement.
- 2. **Posting Order:** Generally, deposits will be credited to your account first and then we'll pay your items (e.g. checks, debit card transactions, ATM transactions and other debits to your account) from highest to lowest dollar amount each business day. Certain transactions such as wire transfers may post before others.

- 3. **Insufficient Funds:** If you don't have enough funds available in your account to cover your checks or any other withdrawals, one of these two things will happen depending on your specific account:

- We pay the check or other withdrawal and charge an Insufficient Funds fee to the account.
- We return the check or withdrawal unpaid and charge a Returned Item fee to the account. Note: Some payees (the person or company to whom you've written the check) also may charge you a fee for having the item returned to them.

**Note:** If either situation occurs, we'll send you a notice.

Don't allow your account to remain overdrawn. It may cost you more and could result in your account being closed which may affect your ability to open another checking account in the future. Call us promptly if you overdraw your account so we can help.

To help prevent Insufficient Funds and Returned Item fees, talk to a banker to sign up for Overdraft Protection. And don't forget that you can keep track of your balance using Alerts and mobile or online banking. If you don't have enough money in your checking account to write a check or if you

make a withdrawal or a purchase, you can always use one of our banking options to transfer money from another account you have with us.

Please note: This federal regulation does not apply to savings account deposits – only withdrawals. Here is some additional information to help you:

- Each monthly statement period, you can make unlimited withdrawals from or transfers between your Chase accounts if you complete them in one of these ways:

- In person at any of our branches
- At any of our ATMs
- By mail
- Each monthly statement period, you can make six withdrawals or transfers from your Chase savings or money market savings account if you complete them in one of these ways:
  - By check – Only three of the six can be by check
  - Overdraft Protection advances
  - Any online payments (Bill Pay) and online transfers, including those on Chase.com
  - Preauthorized payments to any third party
  - Telephone transfers
  - Wires or funds transfers

- There is a Savings Withdrawal Limit Fee for each item over these limits. Note: This is not the same as the Additional Withdrawal Fee that is charged on certain savings accounts.
- If you repeatedly exceed the Regulation D savings withdrawal limits, federal law requires that we change your account to a checking account that offers unlimited check writing and transfers.
- We'll send you a letter if you exceed the above limitations and if we change your savings account to a checking account.

This topic is complicated, so please ask us if you have questions about these withdrawal limits or see the "Withdrawal Procedures and Limitations" section in the Deposit Account Agreement. If you need an account that allows you to make unlimited withdrawals and transfers, ask a banker about our checking account options.

## Debit Cards

Debit cards, sometimes called check cards or banking cards, are a convenient way to access your money. These cards are accepted at millions of locations worldwide and are safer than using cash.

Your card can be used for everyday purchases including gas, groceries, dining out, shopping online and paying bills. Your card can be used at ATMs to withdraw cash or check your account balances. And, at select Chase ATMs you can make deposits and transfer funds between accounts that are linked with your debit card.

## 4. Overdraft Protection

Overdraft Protection helps you avoid Insufficient Funds and Returned Item fees and the trouble that results from overdrawing your checking account. Overdraft Protection Transfer fees may apply and will be deducted from your checking account. There is no annual fee for this service so you will only pay a fee when you use it.

If you overdraw an account that has Overdraft Protection, we can automatically transfer funds from your linked savings, credit card or line of credit account to cover the amount that is overdrawn. Remember that you must have available funds in your linked account to cover the amount of the overdraft, plus the transfer fee, or Overdraft Protection won't work.

Talk to a banker about signing up. See the "Overdraft Protection" section in the Deposit Account Agreement for details.

## 5. Stop Payments

After you write a check or make a payment from your account, you can request a stop payment. When you ask us to stop payment, it means you don't want us to pay your check or complete your payment, or you think your check has been lost or stolen. There may be a fee for placing a stop payment.

### • Checks:

- We'll ask you for the check number and the amount when you contact us.
- If you contact us to stop payment on lost or stolen checks, then you later find the checks and want to use them, let us know.
- **Electronic items:** Please call us if you need to place a stop on electronic items, debit card transactions and online bill payments. See the "Stop Payments" and "Stop Payment for Preauthorized Transfers" sections for specific terms.
- **Extensions:** For personal accounts, stop payments are effective for 180 days (terms vary for business accounts; contact us for details). You can place an additional stop payment by contacting us. An additional fee will apply.

## 6. Withdrawal Limitations on Your Savings Account

The Federal Reserve Board limits the number of checks, transfers and withdrawals made from any savings account (Regulation D), and federal regulations require us to monitor these savings account transactions for all of our customers.

- How we protect your card:

- **Zero Liability:** We'll reimburse you for any unauthorized card transactions made at stores, ATMs, on the phone or online when you report the transactions promptly.
- **Fraud Monitoring:** We use sophisticated Fraud Monitoring tools to review how and where your card is being used. These tools enable us to contact you if we detect abnormal patterns and to block potentially fraudulent transactions.
- **Security Alerts:** You can set up free e-mail or phone alerts on your account for card activity exceeding an amount you specify.
- **Important tips:** Debit or credit? A merchant may ask you if your purchase is debit or credit. You have two choices. In both instances your purchase will be subtracted from your checking account.
  - **If you choose debit:** Select the Debit or ATM button and enter your PIN. Use this option if you would like cash back with your purchase. You won't earn points or miles for this purchase.
  - **If you choose credit:** Press the credit button and sign the receipt. For some small dollar purchases and when you pay at the gas pump, you may not need to provide a signature. If your card earns points or miles, you must select Credit to earn rewards.

Like writing a check, using your debit card can generate Overdraft fees. You should have money in your account before you make a purchase and record it in your register right away regardless of when the purchase is actually subtracted from your account.

Here is some helpful information about how debit cards work:

- **Authorizations:** Most merchants ask us to authorize your purchase. As with checks, we may authorize the transaction even if you don't have available funds in your account; however, we are not obligated to do so.
- **Holds:** When we give authorization to a merchant, we will reserve or place a hold on funds in your account to pay for your purchase. There are times – for example, at restaurants or for gas purchases, car rentals or hotels – that merchants won't know the exact amount of your purchase when they request the authorization. This means the authorization could be for an amount higher or lower than your actual purchase amount. Keep this in mind, because it could temporarily affect your available balance if your hold amount is different than your actual purchase amount.

- **Daily limits:** For added protection there are daily dollar limits for ATM withdrawals and purchases. Your daily limits were provided when you received your card. If you don't know your limits or would like to change these limits, please call us.

## Important Information About ATM Safety and Safeguarding Your Account Information

- **Play it safe at ATMs** – Overall, use common sense and be aware of your surroundings before, during and after you use an ATM. Here are some additional tips:
  - Choose an ATM that is well-lit.
  - If an ATM looks unusual or altered, don't use it. If you suspect the ATM isn't working properly, cancel the transaction and find another machine.
  - At a walk-up ATM, minimize transaction time by having your card ready to use. At a drive-up ATM, keep your car engine running and lock your doors.
  - Stand between the ATM and anyone waiting to use the machine so others can't see your PIN or the transaction amount.
  - As soon as your transaction is complete, remember to remove your card from the ATM, and then put away your money, receipt and card.
  - Contact the police or a security officer if you see any suspicious activity at the ATM. If you think you're being followed from an ATM, go to a busy area and immediately contact police.
- **Keep your debit or ATM card PIN confidential** – Never give your PIN to anyone, don't write it anywhere and avoid carrying it with you. In addition, to keep your card information safe:
  - Change your PIN from time to time and choose a PIN that others can't easily figure out. For example, don't use your birthday or telephone number.
  - To change your PIN (or if you forget your PIN), visit any branch.
  - A Chase employee will never ask you for your PIN or the numbers from the back of your card.
- **Protect your card as you would a credit card or cash.**
- **Report a lost or stolen card immediately** – The sooner you report a problem, the sooner we can take precautions to ensure your card isn't misused.

## Certificates of Deposit (CDs) and Retirement Certificates of Deposit (Retirement CDs)

If you're able to set your money aside for a specific period of time, consider CDs, which provide a fixed, predictable rate of return and the security of FDIC insurance.

Here are a few things you should know about CDs:

- **Automatically Renewable CD:** An automatically renewable CD will automatically renew on the maturity date for the same term. The interest rate in effect at the time the CD renews into the new term will be applied to the account. See the "Specific Terms for Certificates of Deposit, Maturity Conditions" section for more details.
- **Single Maturity CD:** A single maturity CD will not automatically renew on the maturity date and won't earn or be paid interest after that date. See the "Specific Terms for Certificates of Deposit, Maturity Conditions" section for more details.
- **Term:** The term is the length of time you agree to leave your money in the account.
- **Maturity Date:** The maturity date is the first day you can change the term, rate or balance of your CD without paying an early withdrawal penalty. See the "Specific Terms for Certificates of Deposit, Early Withdrawal Penalties" section for details.
- **Grace Period:** The grace period is the 10 days after your maturity date that you can make changes to your CD's term, rate or balance before it automatically renews for the same term.
- **Interest Rate:** The interest rate is the rate applied to your CD for its term.
- **CD Special Interest Rate:** A CD Special interest rate applies only to the initial CD term. If your CD has a CD Special interest rate, at the time of renewal your CD will automatically renew for the same term at the standard (non-special) interest rate in effect on the renewal date or for the Relationship interest rate if you qualify.

## Personal Information at Account Opening

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account.

- When you open a personal account, we will ask for your name, residential address, date of birth and social security number, which will allow us to verify your identity.

When you open a business account, we will ask for your business name, tax identification number and business address, which will allow us to verify your business. We will also ask for your name, residential address, date of birth and social security number, which will allow us to verify your identity.

## Inactive and Unclaimed Accounts:

- Each state has laws that govern when accounts are considered "abandoned," and when we're required to send a customer's funds to the state.
- We encourage you to make sure your accounts remain active so you receive regular statements, have the full use of your accounts, and avoid the potential of having your account assets transferred to the state as "abandoned property".
- We'll send you a letter if it's possible that your account assets may be transferred to the state.

## Spanish Language Preference

Some of our documents are also available in Spanish. Please ask a banker if you are interested in this option. If there is a discrepancy in the English and Spanish version of any of our documents, the English version will apply to the account.

## SECTION II: Deposit Account Agreement

This agreement governs personal and business deposit accounts identified in this Deposit Account Agreement at JPMorgan Chase Bank, N.A. (the "Agreement"). By signing a services application, deposit account signature card, or by otherwise opening or maintaining a checking, savings or certificate of deposit (including retirement certificates of deposit) account with us, you accept and agree to be bound by the terms and conditions of this Agreement. However, if your account is maintained with a business unit of the Bank that provides you a different deposit agreement, or if you contract for services that require your consent to a different deposit agreement, your account will be governed by that agreement.

As used in this Agreement, "we," "us," "our" and the "Bank" mean JPMorgan Chase Bank, N.A. Your "Account" means each deposit account you have with us that is governed by this Agreement. "You" or "your" means each person or entity in whose name the

Account at the Bank is maintained or who exercises an ownership interest therein, as well as any assignee or successor in interest to the Account. Your "State" means the U.S. state where you opened your account, or the state where you reside if you opened your Account by mail, internet, or other remote means and you reside in a state where we have branch offices. However, if you opened your Account by remote means and you do not reside in a U.S. state where we have branch offices, your "State" shall be the State of Ohio, where we are headquartered.

This Agreement includes the following disclosures applicable to the Bank's personal and business deposit accounts that the Bank has provided to you: (1) account features, (2) Additional Banking Services and Fees, (3) Funds Availability Policy, (4) the rate sheets for interest bearing accounts, and (5) any additional disclosures regarding your Account that the Bank will provide to you. Fees mentioned throughout this agreement can be found in the product disclosures and Additional Banking Services and Fees disclosures referenced above.

## General Account Terms and Conditions

### Deposits or Cashed Items:

Checks, drafts and other negotiable instruments, including substitute checks (see the section of this booklet entitled Check 21 – Substitute Check and Your Rights) (collectively "checks") deposited to your Account or cashed, automated clearinghouse ("ACH") entries and all other types of external and book-entry funds transfers (checks and funds transfers collectively referred to herein as "items"), may be charged back against the Account (or an Account for split deposits) or any other Account of yours at the Bank if we are informed that the item is being or has been returned unpaid (or, for checks drawn on other accounts with us, the check is dishonored by us for any reason), without regard to whether such return or dishonor is timely. When a deposited or cashed item is returned, you will be charged a Deposited Item Returned fee. We may charge your Account whether or not the check is returned to us, and whether or not we can return the item or a copy to you. Even if we verify a deposited or cashed check and tell you that the check has been paid, that will not release your liability as an endorser. This right shall extend to any check or other item deposited into your Account or cashed, that is finally paid and then is returned because a claim is made that the check or other item was altered, forged, unauthorized, has a missing signature or should not have been paid for any reason. In lieu of charging your Account we may withhold an amount equal to such check or other item from your Account until a final determination of the validity

of such claim has been made. We have no duty to return a check that has been charged back to an Account if that Account has become overdrawn. We are not required to give you next-day notice if a deposited or cashed item is dishonored.

Any check deposited to your Account that lacks an endorsement may be, or may be deemed to be, endorsed by us on your behalf. With respect to any such check, our rights and your liabilities shall be determined as though you actually endorsed and deposited the item. Further, any check deposited to your Account that bears your stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by you or by someone having no authority to supply your endorsement. You agree to assume responsibility for and to indemnify us for any loss we may incur as a result of your failure to comply with the endorsement standards set forth in our Endorsement Standards section of this Agreement. If you deposit a remotely created check, you guarantee that the check was authorized by the account holder for payment in the amount shown. Remotely created checks are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check.

We may rely on the account number on any deposit record received, even if the record identifies a party different from the entity identified by name in the record, and we have no duty to detect any such inconsistency in identification.

We may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding items to be dishonored and returned. Returned or refused deposits (or the legal equivalent of the deposited item) will be returned to you. In addition, you will be solely responsible for any loss or liability we sustain in connection with the deposit of substitute checks.

We will not give you next day notice of receipt of an electronic deposit to your Account but will provide such notice to you on your next periodic Account statement. You may call us to confirm an ACH or wire transfer deposit.

### Credits for Deposits:

A receipt may be provided or made available upon request for all deposits to your Account (except for remote deposits, e.g., lockbox, night depository services and certain funds transfers). However, the amount on your deposit receipt is based solely on your deposit ticket. Funds from your deposits to your Account may not be made immediately available. We shall not be construed to have received for deposit checks sent by

mail or placed in the night depository until we have either received actual delivery from the U.S. Postal Service or have removed the checks from the depository. Checks placed in such depository will be removed not later than the next business day. All deposits made by mail and addressed to a Bank location without using a specific branch name and street address will be considered received by the Bank's National Bank-By-Mail facility in Louisville, KY as of the date such deposit is received by such facility. For checking accounts, funds will be made available according to Federal Reserve Regulation CC and our Funds Availability Policy. Credits for all deposits are subject to final verification and, after review, we may make adjustments to your Account for any errors, including any errors appearing on your deposit ticket, but have no obligation to do so for discrepancies under ten dollars. In addition, the availability of funds for withdrawal does not mean that the deposited check or other item is "good," has "cleared" or has been paid by the paying bank, or that the item will not be returned unpaid and your Account subsequently debited, notwithstanding the passage of any period of time or any representation or belief to the contrary. We may accept credits to your Account that have been originated by third parties (e.g., ACH credits, wire transfers). However, we may reverse any credit to your account that the originator of such deposit has informed us was in error, or was intended for another account, without investigating whether such credit was not properly payable to you.

We need not accept for deposit items drawn on a non-U.S. bank or items payable in a foreign currency and may instead accept such items on a collection basis, even after we have taken physical possession of such items. If accepted on a collection basis, we will not be obligated to credit your account for such items until we have received final payment. The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of final collection in U.S. dollars. Regardless of whether such items are accepted for deposit or on a collection basis, our Funds Availability Policy will not apply.

### **Collection of Deposits:**

You agree that we act only as your collecting agent in receiving items for deposit or collection and assume no responsibility beyond reasonable care. We will use reasonable care in the selection of collecting agents but will not be liable in case of their failure or negligence or for losses in transit.

You agree that we, and each of our correspondents, may send checks subject to collection, directly or indirectly, to any bank, depository, maker or drawee in accordance with our usual custom and may accept checks, drafts or credits as conditional payment.

You agree to use reasonable care to assist us in locating or obtaining replacements of items lost while in our possession. We may agree with other banks and clearing houses to vary procedures regarding the collection or return of items, and deadlines to the extent permitted by applicable law.

### **Withdrawal Procedures and Limitations:**

In accordance with the features of your Account, you agree that we may charge your Account for any withdrawal or transfer that you make or authorize another to make. We may, as a condition of withdrawal, require you to provide us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel. If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and method of your withdrawal and may require that you sign a document releasing us from any liability in case you are robbed or assaulted. We may refuse the withdrawal if you do not agree with these conditions.

Federal regulations impose limitations on transfers from savings accounts and we are required to monitor your compliance with them. You may make no more than six (6) preauthorized withdrawals (including, but not limited to, withdrawals made by ACH, telephone, Internet, or wire) monthly, no more than three (3) of which may be by check or similar order payable to a third party, from your savings account. These limitations do not apply to withdrawals made through Automated Teller Machines, over-the-counter, mail or messenger. We will impose a Savings Withdrawal Limit Fee for each transfer that exceeds these limits. In addition this transfer may also invoke an Additional Withdrawal fee for Chase Savings accounts for having exceeded applicable withdrawal limits. If you continue to exceed any transfer limits on your Account after we have notified you of any such transfer violation, we will close your Account and transfer the funds to another deposit account type selected by us for which you are eligible or eliminate your Account's transfer and check privileges.

For all savings accounts, interest bearing checking accounts and holding sub-accounts, we reserve the right to require seven (7) days prior written notice of withdrawal. In addition, any personal checking account for which a one time promotional payment to or for the account is made by us as a premium or other consideration upon account opening will cause such account to be considered an interest bearing checking account for this Agreement (and, for statutory purposes, a NOW account) and subject to the potential seven-day withdrawal notice requirement, even though such account may not accrue interest on a periodic basis.

## Payment and Deposit of Checks:

You agree not to issue incomplete, postdate or conditional checks or present them for deposit to your Account. Also, we have no duty to discover, comply with or have any liability for accepting any incomplete, postdated, conditional checks or checks more than six months old, even if you have provided us with notice describing this check. *We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours.*

We have no duty to honor and we may disregard any information on a check other than the identification of the paying bank and payee, the amount (we may rely upon either the numeric amount or the amount in words if contradictory) and any MICR encoded information, and specifically have no duty to visually inspect signatures. We may construe as "or" any symbol, mark or word (other than the word "and") used as a connective, or may imply an "or" in the absence of any connective, on the payee line of any check containing multiple payees. In addition, for both personal and business Accounts, we may debit an Account based on a single signature, and a multiple-signature requirement is for the customer's internal use only, notwithstanding any communication to us to the contrary.

You agree that if you utilize an automatic check writing service which operates through the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a check, you agree that you shall have the sole responsibility for maintaining security of any such computer, stamp or device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such device or of any facsimile signature that reasonably resembles the signature you use, whether or not you are negligent. You also agree that the treatment of each check presented against your Account through the use of such a service and our rights and obligations with regard to such check will be the same as if the check was signed or initiated personally by you. You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability or expense (including attorney's fees) we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such device or of any facsimile signature that reasonably resembles the signature you use.

Your Account may be debited on the day a check is presented by electronic or other means, or at an earlier time based on notification received by us that such check drawn on your Account has been deposited for collection at the Bank or at another financial institution. A determination of your Account balance for purposes of making a decision to dishonor a check for insufficiency of available funds may be made at any time between the receipt of such presentment or notice

and the time of return of the check, and no more than one such determination need be made. If the Bank dishonors any check, we shall treat any subsequent representation the same as the original presentment in all respects (including imposing an additional Insufficient Funds or Returned Item Fee if applicable), and shall have no duty to take any steps to prevent representations of such checks.

## Check and Forms Specifications/ Protection of Documents:

All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us. You agree to maintain adequate safeguards to ensure the authorized use of the forms you retain, and agree to notify us immediately if you become aware that any checks or other forms are lost or stolen. We are not responsible for losses you may suffer due to improper printing on forms not obtained through or approved by us, your failure to maintain adequate safeguards against unauthorized use, or your failure to issue checks in a manner so as to prevent unauthorized completion, alteration or addition. You agree that we may refuse to accept for deposit or to process any check or other item that is presented to it in a form that cannot be processed or photographed using equipment that we regularly use in our normal operations.

## Insufficient Funds:

We have no obligation to pay or honor any item or withdrawal request unless it is drawn or requested against available funds credited to your Account at the opening of business on the day the item is presented for payment or the request is received, even if we paid an item or honored a withdrawal request drawn or requested against insufficient funds in the past. If we pay an item or honor your request that overdraws your Account, a deposited item has been returned unpaid, or for any other reason your Account has become overdrawn, you agree to pay the amount of the overdraft together with any fee and accrued interest identified in this Agreement immediately, whether or not you signed or requested the withdrawal or participated in the transaction creating the overdraft.

You hereby authorize us to apply any subsequent deposit to the Account against the amount of any overdraft and resulting fees or charges, including any federal or state benefit payments that you choose to deposit in any Account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

Items will be posted to your Account in highest to lowest dollar amount each business day (Monday

through Friday, Federal holidays not included). However, certain transactions like wire transfers may be posted before others. We reserve the right to change this posting order without notice. We may assess a fee for any item or withdrawal request, such as a check, in person withdrawal, ATM withdrawal, or other electronic means, when there are insufficient funds in your Account based upon the posting method identified above, whether or not the item is paid or the request honored, or whether or not an overdraft to your account has occurred. We may assess an Extended Overdraft fee for overdraft balances that are not promptly repaid and/or charge interest for any overdraft on your Account. You agree to pay all costs and expenses, including attorney's fees, incurred by us in the collection of any overdraft.

### **Returned Item and Insufficient Funds Fees:**

Insufficient Funds and Returned Item Fees will be assessed based on the number of "Occurrences" in the previous twelve (12) months plus the current month. An Occurrence happens any business day that at least one item is presented or withdrawal request is made against an account with insufficient funds, whether or not we honor any or all of the items or withdrawal requests. In general, the more Occurrences you have on your account, higher fees will be charged on each item. For example, on your second Occurrence you may pay a higher per item fee than you paid on the first Occurrence.

It is your responsibility to manage your account to avoid having insufficient funds. See a banker to learn about overdraft protection options available to you, or see the Overdraft Protection Services for specific information about this service. We also offer Personalized Alerts to keep you informed about the balance and transactions in your account.

### **Specific Terms for Certificates of Deposit:**

The standard minimum deposit amount to open a Certificate of Deposit ("CD," which term shall include Retirement CDs unless otherwise identified below) is \$1,000. Subsequent deposits are not permitted except during the ten-day grace period. By opening your CD, you have agreed to keep the funds on deposit for the agreed upon stated term.

*Maturity Conditions.* For automatically renewable CDs, your CD will automatically renew for the same time period as the initial term, and thereafter for successive like periods of time, with an interest rate then in effect on the renewal date for like term CD to be applicable during such time period. This will not apply if you withdraw your funds during the ten-day grace period following the maturity date. Withdrawals made during the grace period are not subject to early withdrawal penalties described below. If your CD is redeemed during the ten-day grace period, it will not

earn interest after the maturity date. For single maturity CDs, your CD will not automatically renew on the maturity date. No interest is earned or paid after the maturity date.

*CD Special Interest Rates.* If your CD has a CD Special interest rate, that rate applies only to the initial CD term. At the time of renewal, your CD will automatically renew for the same term at the standard (non-special) interest rate in effect on the renewal date or for the Relationship interest rate if you qualify.

*Early Withdrawal Penalties. There is a penalty for withdrawing funds prior to the maturity date.* If the term of the CD is less than 365 days, the early withdrawal penalty is equal to \$25.00 plus 1% of the amount withdrawn. For terms of one year or more, the early withdrawal penalty is equal to \$25.00 plus 3% of the amount withdrawn. If the withdrawal occurs within seven (7) days after the date of deposit, the amount of the early withdrawal penalty shall be calculated as above, but in no event shall it be less than the accrued interest. Early withdrawal penalties may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the penalty. Early withdrawal penalties will be waived under the following circumstances:

- Withdrawal of accrued or paid interest;
- Withdrawal due to the death of a CD owner (including Totten Trust) or a grantor of a revocable family/living trust;
- Withdrawal due to the disability of a CD (excluding Retirement CD) owner\*;
- Withdrawal due to the disability of a Retirement CD owner;
- Withdrawal due to the judicial determination of legal incompetence of a CD owner;
- Re-titling of a CD (excluding Retirement CD) to transfer ownership of funds into a living trust without moving funds from the Bank and where no change in term or rate occurs;
- Re-titling of a Retirement CD in a Coverdell Education Savings Account to change beneficial owner without moving the funds from the Bank and where no change in term or rate occurs;
- Withdrawal by a Retirement CD owner who is 59½ or older where the funds are taken as a distribution by the Retirement CD owner via cash, check, deposit or transfer to a non retirement account. Excludes transfers to another financial institution. (The withdrawal will be reported to the IRS as a retirement distribution.);
- Withdrawal by a Retirement CD owner who is under age 59½ for these reasons as defined by section 72 (q), (t) or (v) of the Internal Revenue Code:
  - Payment of health insurance premiums after separation from employment\*;

- Payment of medical expenses in excess of 1.5% of the retirement owner's adjusted gross income\*;
- Payment of qualified education expenses\*;
- Payment of first-time home purchase expenses\*;
- Payment of retirement funds directly to the IRS due to IRS levy\*;
- Substantially equal periodic payments\*;
- Withdrawal by a Retirement CD owner who is revoking their Traditional or Roth IRA within seven days of plan establishment (must forfeit accrued interest);
- Withdrawal from a Retirement CD of an excess annual retirement contribution and any attributable earnings\*;
- Withdrawal by a Retirement CD owner converting a Traditional IRA contribution to a Roth IRA contribution without moving funds from the Bank and where no change in term or rate occurs;
- Withdrawal by a Retirement CD owner recharacterizing (changing) a Traditional IRA contribution to a Roth IRA contribution or vice versa without moving funds from the Bank and where no change in terms or rate occurs;
- Withdrawal of a Retirement CD in a Money Purchase Pension Plan or Profit Sharing Plan by a Retirement CD owner for the purpose of a Direct Rollover to a Traditional IRA without moving funds from the Bank and where no change in terms or rate occurs.

\*Except during the first seven days following account opening or for withdrawals made within six days of a previous withdrawal, in which case the penalty must always be applied.

### **Stop Payments:**

You may stop payment on a check drawn on your Account if we have not accepted, certified, made final payment on or otherwise become accountable for the item. Any joint owner may order us to stop payment on any check drawn on your Account. A Stop Payment fee will apply. To stop payment on a check, please call us at the phone number listed in the address and telephone numbers section.

You must provide us with the precise Account and check number/amount to allow us to identify the check based upon our computer retrieval system standards. A stop payment order shall become effective not later than one full business day after we have received such information, which you agree is a reasonable time. If a cashier's check, teller's check ("official check") or certified check is lost, destroyed or stolen, you may assert a claim to the amount of the check if you give us a declaration of loss statement in a form acceptable to us and the check has not been presented for payment for 90 days from the issue date or in the case of certified checks, from the date of acceptance.

For personal Accounts, an oral or written stop payment order is effective for 180 days, and may not be extended. However, you may place an additional stop payment order at any time, in which case such order shall replace the prior instruction, and shall be effective for 180 days from the day such additional order was placed. An additional stop payment fee will be charged. We will not send a confirmation of your stop payment order. For business Accounts, an oral or written stop payment may be placed for two lengths of time. You may place a stop payment order to be effective for 180 calendar days or you may place a stop payment order to be effective for one year and then renewable annually, at your choice, for six additional years. We may send you a written confirmation of your stop payment order. If any of the information on the confirmation is incorrect, you must notify us within the time period stated on the confirmation. If you do not do so, the information will be presumed to be correct. You will receive a 60 to 90 day advance notification of stop payments scheduled for renewal on your business Account statement. You may request at that time to discontinue the renewal of a stop payment by indicating the stop payment you wish to revoke and returning the notice portion of the statement, with an authorized signature, to the address provided. For personal and business Accounts, when the effective period of the stop payment order expires, we have no duty or obligation to notify you before we pay the item.

If you stop payment on a check drawn on your Account, you may still be obligated to pay such item to any party entitled to enforce it pursuant to applicable state law.

### **Statements:**

**(for Retirement CDs and Retirement Money Market Accounts refer to your IRA/CESA or QRP plan document)**

We will maintain appropriate records of your Account. An Account statement for checking and savings accounts will be sent to you at your current address listed on our records on a monthly basis, unless there have been no deposits or withdrawals made to your accounts within a 30 month (12 months in Texas) period, in which case annual statements will be sent, unless otherwise specifically indicated in the personal accounts or business accounts sections of this Agreement. Statements will be sent via ordinary U.S. mail, unless you and the Bank agree otherwise. We will send only one statement per Account, even if that Account has more than one owner. You agree that sending the Account statement as described qualifies as sending the Account statement to all owners of the Account, even if all owners do not have access to the mailing address of record for the Account.

We may change your postal address or record if we receive an address change notice from the U.S. Postal Service or if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.

As used in this Agreement, the monthly statement period means the time period covered by your Account statement. This time period may or may not correspond to a calendar month but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Account statement will be set forth in the statement.

### **Check Enclosure Options:**

If, at your election or your Account features so require, we retain your cancelled checks and do not return them with your Account statement, you acknowledge that the original cancelled checks may be destroyed after a reasonable period of time as determined by us. You agree that by maintaining the original check or a copy thereof on your behalf, we have otherwise made the check available to you in a reasonable manner. You may request a copy of any cancelled check and a service charge may be imposed for each copy provided. If for any reason we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check.

If available, when we retain your cancelled checks, you may request that we include images of the front of your cancelled checks with your statement ("Image Statement"). However, you may elect to neither have your cancelled checks nor images thereof included with your statement ("Check Safekeeping") and unless the terms of your Account require Check Safekeeping, you may elect to have your checks returned with your Account statement ("Check Enclosure") rather than receiving images thereof.

Some merchants, utilities and other billers may elect to convert your check into an electronic funds transfer. Since we do not receive your check, neither a cancelled check nor its image is available from us. Additionally, we may elect to receive electronic images from other banks or financial institutions in lieu of original checks. If we receive an electronic image for payment, this image will appear with other cancelled checks on your Image Statement, however the cancelled check is not available from us.

If you have elected to have your checks returned in your statement for the first checking account listed on your statement, then all other checking accounts listed in your statement will require Check Safekeeping (for business accounts, you may elect Check Enclosure option for all checking accounts). If the first checking

account election is Image Statement, then other checking accounts will default to Image Statement, unless Check Safekeeping is elected or required by the terms of that account. If the first checking account has Check Safekeeping, then all other identified checking accounts will require Check Safekeeping as well.

### **Notification of Errors, Forgeries and Unauthorized Signatures:**

(for Retirement CDs and Retirement Money Market Accounts refer to your IRA/CESA or QRP plan document)

You agree to reconcile your statement promptly upon receipt. If we honor a check or other item drawn on or posted to your Account that is altered in any way or was not drawn or otherwise authorized by you ("unauthorized item") or if your Account statement contains any errors, you agree to notify us in writing of such unauthorized item or error within 30 days of the date on which the unauthorized item, or the Account statement that contained a description of the unauthorized item or error, was mailed, transmitted or otherwise made available to you. You must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the Account statement is mailed, transmitted or made available to you. You agree to provide us with all information necessary for us to investigate the alleged error or unauthorized item, associated police reports, supporting affidavits, and testimony we reasonably request. Failure to report an unauthorized item or error, or that you did not receive your scheduled statement, within the 30-day time frame set forth above, or to abide by the conditions set forth herein, shall be deemed conclusive proof that you failed to exercise reasonable care and promptness in examining the items and statements of the affected Account and in notifying us of the unauthorized item or error. You agree that such items and errors shall therefore be fully enforceable against you and you shall have no claim against us for same and shall be barred from bringing any action against us that is in any way related to the unauthorized item or errors.

Notwithstanding the foregoing, the Electronic Funds Transfer Services section of this Agreement governs the reporting of errors on consumer electronic funds transfers governed by Federal Reserve Board Regulation E. You also have those rights afforded to you under federal law for substitute checks. Please see the Check 21 section of this Agreement for more information.

### **Sub-Accounts:**

For accounting purposes, all checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted, and a holding sub-account into which available balances above a

preset level are transferred daily. Funds will be retransferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information, tax reporting, fees, etc.

### **Linked Accounts:**

For checking and savings accounts, you may elect to have these accounts appear on a single statement. Since accounts with at least one common owner can be included on an account statement, you agree that information regarding your Account may be made available to any other owner on any of the accounts that are identified on that combined statement.

Many checking accounts permit you to link other accounts you may have with us or our affiliates to help waive the monthly Service Fee for that checking account based upon the balances you keep in those other accounts. These other accounts need not be included on your statement for those pricing benefits to apply, and accounts that appear on your combined statement are not automatically linked for purposes of pricing. If you have multiple checking accounts listed on your statement, pricing benefits may only apply for the first checking account listed. In addition, balances held in any particular account may only be used for pricing benefits applied for one checking account.

Linking accounts is always at our discretion. If you choose to link your personal accounts to other accounts for which you serve as trustee or custodian (fiduciary), your personal account may receive a financial benefit. Under fiduciary law, any financial benefit you receive is considered a violation of fiduciary duties. We bear no responsibility for your decision to link fiduciary and personal accounts. You should carefully consider this decision, and consult with your legal advisor if necessary.

**Note:** we will not automatically place accounts on one combined statement or link accounts for pricing; you must take authoritative action to do so.

### **Interest:**

#### ***Checking and Savings Accounts***

Your Account, if designated as interest bearing, will be a variable rate account on which we may change the interest rate and annual percentage yield from time to time at our discretion without notice to you. We do not impose a limit on the amount the interest rate and annual percentage yield on your Account may change. If you have requested your Account not to accrue interest on a periodic basis, we will not establish or maintain

an interest rate for the Account until such time as you have requested the Account to begin earning interest.

Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items. For purposes of accruing interest, we use the daily balance method. This method applies a daily periodic rate to the principal balance in your Account each day, which may be based either on collected or ledger balances as set forth in the product features for your Account. The collected balance is the balance of all deposits in your Account on which we have received credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank for non-cash items). The ledger balance is the balance in your Account without regard to credit or availability. Interest for Chase Retirement Money Market Accounts with interest distributions will not compound and will credit on the distribution date. For all other interest bearing Accounts, interest is credited and compounded monthly. On personal Accounts, interest is computed on a 365-day basis. We reserve the right not to pay interest on any deposited item that is returned to us unpaid.

The interest rate and annual percentage yield applicable to your Account on the date your Account is opened will be set forth on a separate "rate sheet" or other interest rate disclosure provided to you when your Account is opened. That interest rate disclosure is considered a part of this Agreement.

#### ***Certificates of Deposit***

We use the daily balance method to calculate interest on your CD. This method applies a periodic rate each day to the principal balance. Interest begins to accrue on the business day you deposit cash or non-cash items. Interest for CDs is calculated on a 365-day basis, although some business CDs may calculate interest on a 360-day basis. The APY disclosed on the face of your Deposit Receipt, which is considered part of this Agreement and, if applicable, on the maturity notice, assumes interest will remain on deposit until maturity. On maturities of more than one year, interest will be paid and reported to the IRS at least annually (excludes Retirement CDs). A withdrawal will reduce earnings.

#### **Record Retention:**

We shall abide by federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action by or against us based on, or the determination of which would depend on, the contents of records for which a period of retention or preservation is set forth in these laws shall be brought within the time for which the record must be retained or preserved, unless applicable law provides a shorter

limitation period. Any action against us on an automatically renewable CD must be brought within the retention period applicable to that CD based on the stated maturity date in the most recent record evidencing the existence and term of the CD.

### **Fees and Service Charges:**

You agree to pay the monthly service fee, transaction fees, fees or interest charges for insufficient funds and stop payments, and all other applicable service charges or fees identified herein as applicable to your Account, or which may be otherwise mutually agreed upon by you and the Bank. You authorize us to charge your Account for these fees and service charges at any time whether or not such fees or charges will result in an overdraft of your Account or, where there are not sufficient funds in your Account to cover your fees and service charges, to bill you separately. You acknowledge and agree that the funds in your Account used to pay such fees and service charges may include any federal or state benefit payments that you choose to deposit in any Account (including direct deposit of Social Security). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.

### **Form of Account Ownership:**

#### *Personal Accounts*

Where only one individual is designated or appears on a signature card as the owner of such account, then we may treat the Account as a solely owned account. In the event of your death or adjudication of incompetence or interdiction, you agree that we have the right to honor checks or other items drawn against your Account until ten days after we receive actual written notice of your death, incompetence or interdiction. We may restrict access to your account upon notice of your death or adjudication of incompetence or interdiction until the appropriate documentation reasonably requested by us, including a death certificate, is provided by your executor, administrator or other representative of your estate or person. To the extent and under the circumstances permitted by the laws of your State, upon receipt of actual written notice and proof of your death, the balance in your Account will be paid to the person or entity you designate to "pay on death" ("POD") or you designate as a POD payee or beneficiary on your Account's signature card or on a form provided by us.

Unless your signature card or account opening documents so designate, where two or more individuals are designated or appear on a signature card as owners of such Account, then as between them, we will treat

the owners as joint tenants with rights of survivorship. For any joint account where a joint owner has died, we reserve the right not to release funds in the account until all legal documents are delivered to us. You agree to notify us of the death of any joint owner and to reimburse us for any tax we may be required to pay by reason of our payment or release of funds in the account to you.

Any joint owner may close the account. We may, at our sole discretion, act upon such other instructions of any joint owner, including withdrawing funds or adding or removing any signatory or other joint owner to or from the account, without the signature of the other joint owner(s). However, we are under no obligation to observe such instruction, and may do so or refuse to do so without liability. We may also pay all or any part of the funds in the account to any of the joint owners upon request of that joint owner or to a court or governmental agency upon receipt of a garnishment order, tax levy or similar legal process identifying any one of the joint owners.

All joint owners will be jointly and severally liable for all overdrawn accounts, whether or not that particular owner initiated a withdrawal request or other transaction drawn against insufficient funds which we honored, withdrew funds credited to an account which were made available based upon a deposited item which was subsequently returned unpaid, or whether such owner received benefit from a transaction which resulted, directly or indirectly, in such overdraft.

We may refuse to accept items for deposit or to pay withdrawals on the signature of any one of several joint account owners if we receive a written request not to do so from any joint account owner. After we receive such written request, we may refuse to honor any check, draft or demand upon the account by any of the joint account owners, including the one providing the request to us, unless all of the joint account owners concur in the withdrawal of funds from the account. In the event we receive such a written request, we shall be relieved of any and all liability to every joint account owner for failure or refusal to honor any check, draft or other demand for payment or withdrawal unless all of the joint account owners join in the drawing or other request. This shall not affect transactions previously completed. Each joint owner appoints each of the others as his/her agent and attorney in fact with power to endorse and deposit items payable to him/her in the joint account. If you establish a joint account without the signature of the other joint owner, you agree to hold us harmless for our reliance upon your designation of the other as a joint owner.

If you have opened the account as a Representative Payee for receipt of certain federal benefits on behalf of a beneficiary, you agree that you will cause to be

deposited into the Account only those benefits payable to the beneficiary. The Bank is neither obligated to ensure that only those eligible federal benefits are deposited into the Account, nor does it have a duty to determine whether any withdrawals or transfers from the Account are for the benefit of the beneficiary. If the beneficiary dies, you agree to (a) promptly notify the Bank, (b) no longer permit further deposits to the Account, (c) promptly notify the Bank if any such deposits are made, and (d) maintain sufficient available balances in the Account from which any benefit payments may be reclaimed by the applicable U.S. Government agency. If the Bank is unable to debit the Account or if there are insufficient available funds in the Account from which to debit the full amount of any reclamation by the government, you authorize the Bank to offset any account owned by you or the beneficiary for any amounts reclaimed by the applicable U.S. Government agency.

If the account is opened as an estate account, trust account, guardianship or conservatorship account, or other similar type of account, we reserve the right to require such documents or authorizations as we may reasonably deem necessary or appropriate to satisfy us that the person requesting or directing the withdrawal of funds held in the account has the authority to withdraw such funds. We shall be held harmless for refusing to pay or release funds in the account where such refusal is based on the failure of the person requesting or directing the withdrawal to provide documents or authorizations requested by us. If you establish your account as "in trust for" ("ITF") or as trustee for a third person without presenting formal trust documents, then we may treat the account as a Totten Trust account or as otherwise required by the laws of your State. If you have opened an account as custodian for a minor beneficiary under a state's Uniform Transfers/Gifts to Minors Act, you will not be allowed to pledge the account as collateral for a personal loan to you or cash checks against the account, except as otherwise permitted by law. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you.

You agree that if your Account is identified as one offered only to individuals or unincorporated non-business associations, it shall not be used for a business purpose.

#### ***Business Accounts***

Where a corporation, unincorporated association or limited liability company, partnership, including a limited partnership, limited liability partnership, or joint venture, government entity or sole proprietor (collectively, the "business") is designated or appears on a

signature card as the owner of such account, then the account is payable only to or on the order of the business, and not to any individual director, shareholder, member or partner thereof except as they may be a payee on a check or other item drawn on your Account. You further represent and agree that the business has taken all action necessary to open and maintain banking accounts at the Bank and that all resolutions and/or other documentation delivered to us in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by us. You agree to notify us in advance of any change in your form of ownership. You also agree that we are not obligated to cash checks payable to you or to accept "less cash" deposits. Notwithstanding anything to the contrary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the account is titled as a "fiduciary" account with that role being played by you.

You agree that each eligible signer is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. Endorsements "for deposit" may be written or stamped. We may accept any instrument for deposit to any depository account of the business without endorsement or may supply the endorsement of the business. The person(s) so designated is authorized to sign any and all checks, drafts and orders drawn against any designated account(s) of the business at the Bank. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.

In addition, each eligible signer is authorized to act for and on behalf of the business in any matter involving any Account of the business, including the authority to instruct us to close the Account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, funds transfer agreements or safe deposit agreements.

#### ***Telephone Requests:***

You agree that funds in any of your Accounts with us can be transferred, upon the telephone request of any signer on the Account, to another account with us

or to any other financial institution. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

### **Telephone Communication:**

For our mutual protection, and to enable us to provide better service to you, we may monitor and/or tape-record any of our telephone conversations.

If you provide us with your cell phone number as a contact number for your Account, you agree that we may call that number with service messages, including calls via an autodialer or prerecorded calls, notwithstanding any state or federal law or regulation that would otherwise prevent us from engaging in this activity without your consent.

### **Electronic Communication:**

Any communication contemplated by this Agreement may be delivered by electronic means if you have agreed to electronic notices rather than via US mail or other means to the extent permitted by law.

### **Powers of Attorney:**

If you wish to designate an attorney-in-fact, you must do so in a form acceptable to us. Subject to the laws of your State, we reserve the right to refuse to honor any Power of Attorney presented to us, as well as to refuse to recognize a successor attorney-in-fact at any time, whether or not the successor attorney-in-fact is specifically identified in the Power of Attorney. In addition, we reserve the right to refuse to follow the instruction of an attorney-in-fact to designate the attorney-in-fact as a joint account holder, ITF beneficiary, or POD beneficiary to the Account. You agree that we are authorized, but not required, to honor a Power of Attorney until we receive written notice (1) that you have revoked the Power of Attorney or (2) that the Power of Attorney has been revoked as a matter of state law, and that we have had a reasonable opportunity to act on that written notice.

### **Adverse Claims:**

Upon receipt of oral or written notice from any party of a claim regarding the Account, we may place a hold on your Account and shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your Account or any other withdrawal instruction. We may file an action in interpleader with respect to any Account where we have been notified of disputed claims to that Account. If any person asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item or withdrawal instruction, or to interplead any funds in the Account.

### **Legal Proceedings/Other Restrictions:**

We may restrict the use of your Account if the Account is involved in any legal or administrative proceeding, whether or not we're a party to the proceeding. All expenses incurred by us as a result of a proceeding affecting your Account, may be charged against your Account or billed to you separately. These fees may include, but are not limited to, court costs and attorney fees.

We may also restrict the use of your Account when we reasonably consider such action necessary to avoid a loss. This may occur if we suspect that irregular, unauthorized, or unlawful activities may be involved with your Account, whether or not we suspect that you are directly or indirectly aware of these activities. Such restrictions shall be placed pending an investigation of these activities.

### **Set-Off:**

You agree that we may, without prior notice or demand, apply or set off the funds in your Account at any time to pay off any debt, whether direct or indirect, you have with us or any of our affiliates and/or any fees or service charges owed to us, and you grant us a security interest in each Account to secure such debt, as it may arise. *You expressly agree that such rights extend to any Federal or state benefit payments (including without limitation Social Security benefits) electronically deposited into your Account. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time.* If your Account is a joint account and one or more joint owners are indebted to us in any manner, we may use the funds in the joint account to pay the debt without prior notice to you. This right of set-off does not apply if the debt is created under a consumer credit card plan or your right to withdraw funds from the Account arises only in a representative capacity. You also acknowledge and agree that any federal benefits or other payments deposited to your Account after a date of ineligibility must be returned to the Federal Government or other payor, as applicable, and we may set-off against any of your Accounts in order to recover any ineligible benefits or payments you may have received if we are obligated to return funds to the payor. If we make a set-off against your Account, you agree to release and indemnify us from all liability for our actions.

If you or any joint owner draws a check or otherwise authorizes withdrawals not presented for payment until after the drawer's death, or if any joint owner is indebted to us at the time of his or her death, we are authorized to pay such checks and withdrawals and exercise our right of set-off against the Account after such joint owner's death, notwithstanding any rights

that a surviving joint owner, a POD payee or a beneficiary of an ITF or "trustee for" account may have to funds in the Account.

### No Waiver:

No failure by us to exercise any right will be taken as a waiver of that right or any other right, and we may still enforce all of our rights in the future.

### Closing Your Account:

Either you or the Bank may close your Account at any time with or without cause. If you close your Account, you may be charged an Account Closing fee. We may automatically close your Account if it reaches a zero balance. Any closed account may be automatically reopened if we receive a deposit to the Account. If we close your Account, we may send you written notice that the Account is closed on the date we close your Account. We will return the balance in your Account less any fees or service charges, claims, setoffs or other amounts you owe us, if such net amount exceeds one dollar. Please allow four weeks to receive such funds from us. After your Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree that we shall be relieved of any and all liability for refusing to honor any check drawn on a closed Account. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse.

### Change in Account Agreement:

We may change the terms of this Agreement, including any fees or features of your Account, upon notice sent to you via ordinary U.S. mail at least 30 calendar days prior to the effective date of the change; provided however, for automatically renewable CDs, no such change shall be effective prior to the renewal date, and such notice may be provided with ten days written notice prior to the renewal date. You agree that such notice may be provided to any joint account owner. By maintaining your Account after the effective date of any change, you agree to be bound by the changes. No notice is required for changes in the interest rate and corresponding changes in the annual percentage yield for variable rate accounts or in fees for document printing.

### Rules Governing Your Account:

Your Account is governed by all rules and regulations of applicable federal law and the laws of your State (to the extent they are not considered to have been preempted by federal law), including those that may modify the terms of this Agreement. All deposits, items transmitted for collection, and any other transactions concerning your Account are subject to applicable clearinghouse rules and Federal Reserve rules and regulations.

Notwithstanding any other provision herein, this Agreement or any section of this Agreement may be changed or terminated without notice to the extent necessary to comply with any law or regulation of any appropriate federal or state authority.

If a conflict exists between any provision of this Agreement and any statements made by any employee of ours or our affiliates, this Agreement and the applicable sections will control.

### Liability:

You agree that we shall be relieved of any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices.

**YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED DRAWER'S SIGNATURE OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, SHALL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

### Research and Legal Process:

If any legal process, including without limitation any subpoena, writ of garnishment, execution or any levy, is served on us relating to you or your account, we are authorized to comply with the legal process, and are not required to determine whether the court issuing the legal process had jurisdiction over you or over the account or otherwise had the authority to issue the legal process. To the extent not prohibited by applicable law, you will be charged for research, reproduction and production of documents for our compliance with legal process and any other expenses incurred by us in connection with our compliance, including but not limited to attorneys' fees.

If any action, including administrative proceedings, garnishment, tax levies, restraining orders or other action is brought against you or your account, you agree to indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages (including attorneys' fees) associated with our compliance with any legal process.

### Location of All Legal Proceedings:

If you file any lawsuit or other legal proceeding against us that is connected in any way to your Accounts or services, you must do so in an appropriate court in the state and county where you opened the account. If you relocate your Account to another

branch, you must file any lawsuit or proceeding in the state and county where that branch is located. In addition, if we file any lawsuit or legal proceeding that is connected in any way to your Accounts or services, you consent to jurisdiction and venue in an appropriate court in the location described in this paragraph. If either party chooses to have disputes determined under the section entitled Arbitration, that section rather than this section governs the process and location of the arbitration proceedings.

If you reside in a U.S. state where we have branch offices, any account you open by mail, internet, or other remote means will be assigned to a branch in the state where you reside, and for purposes of this section your account will be considered to be opened at that branch. If you do not reside in a U.S. state where we have branch offices, any account you open by mail, internet, or other remote means will be considered to be opened in Franklin County, Ohio.

### **Waiver of Immunity:**

To the extent that you have or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, or otherwise) with respect to itself or its property, you hereby irrevocably waive such immunity in respect of your obligations hereunder to the extent permitted by applicable law. Without limiting the generality of the foregoing, you agree that such waivers shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purpose of such act.

### **Arbitration:**

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES, WITH THE SPECIFIC EXCEPTION STATED BELOW, THAT ANY DISPUTE MUST BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND THE BANK MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED

BELOW, THOSE RIGHTS ARE WAIVED. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS THE RIGHT TO APPEAL AND TO CERTAIN TYPES OF DISCOVERY, MAY BE MORE LIMITED OR MAY ALSO BE WAIVED.

Either you or the Bank may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy raised by either you or the Bank against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, heirs, agents or assigns of the other, arising from or relating in any way to this Agreement, any prior account agreement between you and the Bank, or the advertising, the application for, or the approval of your Account (the "Claim" or "Claims"). All Claims originating from or relating to this Agreement are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law, or any request for equitable relief.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and any party to a proceeding in court may elect arbitration with respect to any Claims advanced in the lawsuit by any party or parties.

As an exception to this arbitration provision, you retain the right to pursue in a small claims court, any Claim that is within that court's jurisdiction and proceed on an individual basis.

If you or the Bank elects to arbitrate a Claim, the arbitration will be conducted as an individual action. Neither you nor the Bank consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with any arbitration on a class or representative basis. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general or other representative action, which Claims hereby are made subject to arbitration on an individual (non-class, non-representative) basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between you and the Bank related to this Agreement raised in such lawsuits will be subject to an individual arbitration Claim if either you or the Bank so elects.

The party filing a Claim in arbitration must select either one of two national arbitration administrators: the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"). The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration claim is filed, unless any portion of that code or those procedures is inconsistent with any specific terms of this arbitration

provision and/or this Agreement, in which case this arbitration provision and this Agreement shall prevail. The arbitration will be conducted before a single arbitrator. The arbitrator will apply applicable substantive law, including but not limited to the applicable Uniform Commercial Code, consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and the applicable statute of limitations or condition precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator's authority is limited solely to the Claim(s) between you and the Bank alone. The arbitration may not be consolidated with any other arbitration proceeding. You and the Bank do not agree to any arbitration on any basis to which any party other than you and the Bank, the related parties enumerated above such as heirs, successors and assigns, or any other person obligated on the Account, is involved.

Any decision rendered in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules and laws that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. An award in arbitration will be enforceable as provided by the FAA or other applicable law by any court having jurisdiction.

We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. If you prevail in the arbitration of any Claim against us, we will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration. All other fees, including attorneys' fees, will be allocated in keeping with the rules of the arbitration administrator. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court

of competent jurisdiction. Rules and forms may be obtained from, and Claims may be filed with, either of the two organizations, as follows: the NAF at P.O. Box 50191, Minneapolis, Minnesota 55405, web site at [www.arb-forum.com](http://www.arb-forum.com); or the AAA at 335 Madison Avenue, Floor 10, New York, New York 10017, web site at [www.adr.org](http://www.adr.org). Any arbitration hearing at which you

wish to appear will take place at a location within the federal judicial district that includes your address at the time the Claim is filed.

This arbitration provision is part of and constitutes a transaction involving interstate commerce, and shall be governed by the FAA.

This arbitration provision applies to all Claims relating to your Account that arose in the past, which may presently be in existence, or which may arise in the future. This arbitration provision shall survive termination of your Account as well as voluntary payment of any outstanding indebtedness in full by you, or any bankruptcy by you. If we assign your Account to any unaffiliated third party, this arbitration provision will apply to any Claim between you and that third party if you or that third party chooses arbitration, or to any Claim between you and the Bank which occurred prior to such assignment or arises from such assignment.

### **Successors and Assigns:**

This Agreement shall be binding on your personal representative, executors, administrators, and successors. The benefits and responsibilities of this Agreement shall also transfer to and be binding upon our successors and assigns.

You may not transfer, assign or grant a security interest in (collectively, "assign") your Account without our written consent, and no assignment will be valid, nor will we be deemed to have knowledge of or be bound by such assignment, until we have noted that fact in its records. However, by noting the assignment, we do not attest to or have any responsibility for the validity of the assignment. You understand that any assignment of your Account is subject to our right of set-off.

### **Authorization to Share Information:**

You authorize us to share information about you and your Account with affiliates and third parties, as permitted by applicable federal and state laws.

## **Check 21 – Substitute Checks and Your Rights**

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights

you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What are your rights as a CONSUMER regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

By Phone:      English 1-800-935-9935  
                     Spanish 1-877-312-4273  
                     Hearing Impaired 1-800-242-7383

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

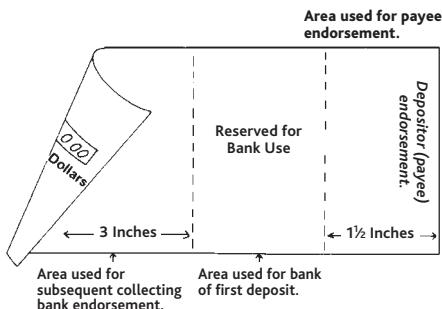
## Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- The following information to help us identify the substitute check; the check number, the name of the person to whom you wrote the check, and the amount of the check.

## Important Endorsement Standards for Personal and Business Accounts

Your compliance with the Bank's endorsement standards is necessary to help assure that the checks you deposit will be cleared on a timely basis. The Bank's endorsement standards are:

- Customer endorsements must be placed in the 1½ inch area starting at the left side of the check;
- The remaining area of the check cannot contain any pre-printed stamped or handwritten customer information. The diagram below illustrates where the endorsements must appear to comply with these endorsement standards; and
- The check is viewed from the front as though it is transparent.



# Electronic Funds Transfer Services

We provide a variety of electronic funds transfer (EFT) deposit account services. These include all transfers resulting from debit cards, ATM Cards, electronic payments, credits and transfers, telephone transfers and on-line banking transactions. In conjunction with the use of these EFT services, we may issue to you an access device, which may be a card, code or other means of accessing your Account to initiate EFTs.

For Personal Accounts, EFT deposit account services exclude wire transfer and other same day settlement funds transfer services and all other transactions which are not covered by Federal Reserve Regulation E. These will be governed by a separate agreement. For Business Accounts, wire transfer and all other funds transfer or other treasury services not identified in this section will be governed by a separate agreement.

Business Days—Everyday is a business day, except Saturdays, Sundays, and State and Federal holidays.

## TYPES OF EFT SERVICES:

**A. Access Cards.** As a condition of opening your personal checking account, you understand and agree that you will be issued a new Chase Debit Card if you do not select a debit card or specialty debit card at the time of account opening. You may use this debit card to access your new checking account. This feature may not be waived. When you open your new checking account at the branch, if you do not select a Personal Identification Number (PIN) for your new debit card, a randomly selected four-digit PIN will be sent to you. Activating your new debit card is not a condition of maintaining your checking account. When you activate your new debit card, any temporary ATM Card that may have been issued to you at the branch will be deactivated. Not applicable for Chase Premier Platinum Checking<sup>SM</sup> and High School Checking.

By using your ATM Card or debit card (the "Card"), you agree that:

1. Your Card remains our property and will be surrendered immediately to us upon request.
2. We may cancel your Card at any time without notice.
3. You shall abide by our rules and regulations relating to the use of your Card.
4. You shall notify us promptly by telephone or in writing of the loss of your Card.
5. You shall not reveal your Card or access code associated with your Card (personal identification number or "PIN") to any person not authorized by you to use your Card and to not write your PIN number on your Card or on any item kept with your Card.

6. For merchant purchases, we have the right to place a temporary hold on your Account, which may affect available balances for purposes of paying or honoring other items posting to your Account, in an amount equal to the authorization amount received through the payment authorization system. Occasionally, the merchant does not provide sufficient information with the transaction to allow us to match the final amount to the authorized amount. In these cases the temporary hold will remain on your Account for three business days.

7. We have the right to refuse a transaction on your Account when your Card has been reported lost or stolen or when we reasonably believe there is unusual activity on your Account.
8. If you use your Card to access an Account that is no longer available to complete a transaction, we may, at our sole discretion, charge or credit the transaction to another Account.
9. If you use your Card to access an Account that does not have sufficient funds to complete a transaction or that would exceed the daily authorization limit attached to your Card, we may, at our sole discretion, authorize the transaction. If we authorize a transaction that overdraws your Account, we may assess a fee and/or charge interest for any overdraft against your Account.
10. The exchange rate applied by Visa<sup>®</sup> or MasterCard<sup>®</sup> to Card transactions that occurred initially in a different currency will be (i) a rate selected by Visa or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your Card. For purchases, ATM and non-ATM cash transactions, we will add three percent to the amount provided to us by Visa and MasterCard.
11. You shall not use your Card to initiate a transaction involving Internet gambling or illegal activities, regardless of the jurisdiction in which you are located, including locations within the United States, and we have the right to refuse a transaction which we reasonably believe involves Internet gambling or illegal activities.

## Uses of Your Card:

- (1) You can use your Card (except for deposit only Business ATM Cards) to perform the following services at:

**a. Chase branded ATMs to:**

- Withdraw cash from your designated checking and savings accounts.
- Transfer funds between your designated checking and savings accounts.
- Find out your designated checking and savings account balances.
- Make deposits to your designated checking and savings accounts.
- Make payments to qualifying Chase Credit Card, auto, home, business and personal loan products.
- Obtain a statement at participating ATMs where available.

**b. Non-Chase ATMs to:**

Use your Card at participating networks. Use of your Card may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all the above transactions. Transactions at non-Chase ATMs may be subject to a surcharge assessed by the terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your Accounts based on the policies of the ATM-owning institution. Withdrawals from ATMs outside the United States generally do not allow savings or money market access. If you have questions regarding whether a certain ATM or EFT network will process a transaction, call or write us.

**(2) Business ATM Card (deposit only):**

You may use your Business ATM Card (deposit only) to make deposits to your designated checking and savings accounts at full service Chase branded ATMs.

**(3) In addition to the services listed above, you may use your Card:**

- At any financial institution that honors your Card to obtain non-ATM cash, which may not exceed your daily authorization limit and will be charged to your primary checking account. Transactions exceeding this limit may require the financial institution to phone the Bank for approval.
- To purchase goods and services from merchants who accept your Card as a means of payment. Purchases may not exceed your daily authorization limit and are charged against your primary checking account. If you have arranged with your merchant to pay for your purchases via periodic payments, this is an agreement between you and the merchant and you agree that you must notify the merchant if your

account number or expiration date has been changed or your Account has been closed.

- If you request Emergency Services, you agree to the release of personal data to Visa U.S.A. Inc., MasterCard and its member financial institution and/or their respective contractors for the purposes of providing the Emergency Services.
- If you provide authorization to a merchant to bill charges on a recurring basis to your Card, and if a replacement Card has been issued to you, you must provide that merchant with your new card number and/or expiration date in order to bill the recurring charges to your Card. We will make an effort to make available to the merchant through Visa/MasterCard your account number, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your Card until you notify the merchant and us that you have withdrawn your authorization.

**(4) Point-of-Sale Terminal Transactions:**

You may use your Card (except for the Business ATM Card (deposit only)) to access your primary checking account to:

- Purchase goods and services from merchants and ATMs who have agreed to accept your Card as a means of payment.
- Withdraw cash in conjunction with a purchase of goods or services if permitted by the merchant.
- Perform balance inquiries on your primary checking account if permitted by the merchant.

**Limitations on Transfers, Amounts, and Frequency of Transactions:**

- (1) You may make only 6 preauthorized withdrawals (including, but not limited to, withdrawals made by ACH, telephone, Internet or wire) from your regular savings account or 6 preauthorized withdrawals (no more than 3 of which may be by check or similar order payable to a third party) from your money market deposit savings account monthly for purposes of making a payment to a third party. We are not considered a third party for purposes of this limitation where the transfers are for purposes of re-paying loans and associated expenses.
- (2) You may make cash withdrawals, not to exceed your daily authorization limit, at any ATMs described above.
- (3) You may make Point-of-Sale transactions in amounts not to exceed your daily authorization limit.
- (4) If your Account is not in an active status, purchases made with your Card and ATM transactions will be suspended.

(5) A Privileges Debit Card or Business Associate Debit Card may be issued at your request to allow authorized non-signers to access your designated checking or savings accounts. The maximum daily dollar limit for ATM cash withdrawals and Point-of-Sale transactions will be selected by you at the time you request the card. For Privileges Debit Cards, these dollar limits will be monthly instead of daily.

## Your Right to Receive Documentation or Notice of Transactions:

You will receive a receipt or have the option to receive a receipt at our ATMs and the other ATMs that accept your Card each time you make a transaction. The receipt will indicate the location of the ATM (by code in some cases), the transaction date and type, the amount, and the last four digits of your Card account number.

You will receive an account statement each month for your accounts that are accessible by electronic funds transfers if such transfers occur during the month, but at least quarterly if no such transfers occur.

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person, company or governmental agency, you can call us to find out whether or not the deposit has been made. When calling us, please provide us with your account number and the amount and date of the last deposit.

**B. Payments, Credits and Transfers.** We are able to electronically transfer funds between your Accounts, or from your Account to other parties and to receive funds electronically from other parties for deposit to your Account. We may do this by "ACH" (as a member of a local or national Automated Clearing House Association) and other EFT networks. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**C. Online Bill Payment and Transfer Services.** You may use the Internet to electronically direct us to make payments from your checking account to third parties ("payees") whom you have selected in advance to receive payment by means of the online bill payment service. You must have a checking account with us to use this service. If you have multiple accounts with us, you may also direct us to make transfers between your accounts by means of the online transfer service. To gain access to these online services, go to our websites and enroll with your eligible Bank accounts. Additional disclosures and specific terms and conditions for using the online services will be provided when you enroll.

**D. Telephone Banking.** You may use our automated customer service system or speak directly to a Telephone Banker to request us to make periodic transfers from your Account to another checking or savings account held by us. You may also make periodic transfers from your Account to pay certain loans, lines of credit, or credit cards you have with us or with our affiliates. To use the automated system you must have a checking, savings, money market, CD, loan account or a Debit Card and a valid password or PIN. Business account holders may also use a valid TIN. You agree not to reveal your account number, Debit Card number, password, PIN or TIN to any person not authorized by you to use the automated system. To use the service, enter your account number or Debit Card number and password, PIN or TIN as directed. Then follow the options.

**E. Overdraft Protection Transfers.** To obtain Overdraft Protection you must have a checking account with us. You must also have a savings account, qualifying credit card, or qualifying home equity, Prestige or business line of credit ("Funding Account"). We are able to transfer funds from a Funding Account to your checking account to help prevent overdrafts from occurring.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

### For Personal Accounts Only:

Telephone or write us at the telephone number or address set forth in the address and telephone numbers section if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the problem or error appeared. In your communication to us, be prepared to provide us with the following information:

1. Your name and account number.
2. A description of the error or the transfer you are unsure about, why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.

If you initially provide this information to us via the telephone, we may require that you send your complaint or question in writing within 10 business days.

We will advise you of the results of our investigation within 10 business days (or 20 business days if your Account was opened less than 30 days prior to the date of the suspected error) after we hear from you and, if we have made an error, we will correct it promptly. If it takes us longer than 10 business days (or 20 business

days if your Account was opened less than 30 days prior to the date of the suspected error) to research your complaint or problem, we must provisionally recredit your Account within such time for the amount you think is in error so that you will have the use of the money during the time it takes us to conclude our investigation. If we ask you to put your question or complaint in writing, and do not receive it within 10 business days, we may not recredit your Account.

At the conclusion of our investigation, we will inform you of our results within three (3) business days. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. In all cases, our investigation will be completed within 45 days (or 90 days if your Account was opened less than 30 days prior to the date of the suspected error or occurred at a point-of-sale location or outside the United States).

## THE BANK'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS:

If we do not complete a transaction from your account on time or in a correct amount, according to our Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. For instance, we will not be liable if:

1. Through no fault of ours, you do not have enough available funds in your account to make the transaction.
2. The ATM where you are making the transfer does not have enough cash.
3. The ATM was not working properly and you knew about the breakdown when you started the transaction.
4. Circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
5. In the case of preauthorized credits, the data from the third party is not received, is incomplete or erroneous, or if the recipient is deceased.
6. Your Account is not in an active status.

## STOP PAYMENT FOR PREAUTHORIZED TRANSFERS:

If you have arranged, in advance, to make regular periodic payments out of your Account, you can stop any of those payments by following these procedures:

1. Call or write us at the telephone number or address set forth in the address and telephone numbers section, in time for us to receive your request three or more business days before the payment is scheduled to be made. (Note: By

using your personal computer to cancel the transaction, you may stop a bill payment that is "Pending" at any time prior to four business days before the Payment Due Date. To stop bill payments that are "In Process" please call the Customer Service Department at 1-877-CHASE PC (1-877-242-7372). See your Online Bill Payment Agreement for information concerning "Pending" and "In Process" transactions.)

2. If you call, we may require you to put your request in writing so that it reaches us within 14 days after your call.
3. You may be charged the current stop payment fee for each stop payment order you give us.

If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and it does not do so, we will be liable for your losses or damages.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

We may disclose information to third parties about your account or the transfers you made:

1. As necessary to complete transactions.
2. In connection with the investigation of any claim you initiate.
3. To comply with government agency or court orders.
4. In accordance with your written permission.
5. As otherwise permitted by the terms of the Bank's Privacy Policy.

Our Privacy Policy is also available on *Chase.com*.

## NOTICE OF YOUR RIGHTS AND LIABILITIES:

### For Personal Accounts Only:

Tell us AT ONCE if you believe your Card, PIN or code has been lost or stolen. Telephoning us is the best and fastest way of keeping your possible losses to a minimum.

If you tell us within two business days, you can lose no more than \$50.00 if someone used your Card, PIN or code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN or code and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.00.

If your statement shows electronic funds transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be liable for transactions posting after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, let us know. We will extend the time periods.

### For Business Accounts Only:

- A. You agree to assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us.
- B. You agree to notify us promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf.
- C. You agree that by allowing anyone to use your Card, you will be responsible for all authorized and unauthorized transactions made through the use of your Card.
- D. Liability for unauthorized transactions, including electronic funds transfers, shall be governed by Section II of this Agreement, entitled "Deposit Account Agreement."

### Special Provisions for Card Transactions:

If in the event your Card or Card number is lost, stolen, or used without authorization, you are not liable for any unauthorized transactions including transactions made at merchants, over the telephone, at ATMs, or online when you notify the Bank promptly.

However, these Special Provisions do not apply and are not covered by our Zero Liability policy (in which case the Bank may impose greater liability on the cardholder) when they include transactions where you were grossly negligent or fraudulent in the handling of the account or Card, where you have given someone else your Card, Card number or PIN, or where you delay in reporting unauthorized transactions for more than sixty days.

## Alerts and Chase Mobile<sup>SM</sup> Services

If you receive or otherwise use the Alerts service or Chase Mobile service, you agree to the following terms. If you are enrolled in Chase Online<sup>SM</sup>, the terms of the Online Service Agreement control the terms of these services instead.

- You will provide a valid telephone number, e-mail address or other delivery location for these services so we can send you certain information about your account.

- We may send Alerts or Chase Mobile messages through your communication service provider, who will act as your agent and deliver them to you. Messages may be delayed or affected by your communication service provider(s) or others.
- We will not charge a fee for the Alerts or Chase Mobile text services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communication service provider. **Standard messaging charges apply. Such charges include those from your communication service provider.** Message frequency depends on user preferences. **To cancel the Chase Mobile text messaging services, send STOP to 24273 at any time.** For help or information on the Chase Mobile text messaging services, send HELP to 24273. For additional assistance with these services, contact customer service at 1-877-242-7372.
- Alerts and Chase Mobile are provided for your convenience and do not replace your monthly account statement(s), which are the official records of your accounts.
- You understand we may not encrypt information when it is sent to you through these services. This information may include personal or confidential information about you, such as account activity or the status of your account, and for phone Alerts, may be delivered to voicemail or answering machines if someone doesn't answer the number you provide.

You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Alerts or the account information sent thru Chase Mobile. The Chase Mobile text messaging service may only be activated by customers with eligible accounts. While you have to have an eligible account to use the Chase Mobile text messaging service, once you activate the service, if you have other types of accounts with us, you may have access to those other accounts as well.

You agree to indemnify us for all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) that arise if you provide an incorrect telephone number, e-mail address or other delivery location or if you violate applicable federal, state or local laws, regulations or ordinances. You understand this section will survive even if this Agreement is terminated.

# Overdraft Protection Services

You must separately sign up for Overdraft Protection as it does not automatically apply to new accounts.

1. **Definitions:** As used in this Overdraft Protection Services section, the following terms shall have the following meanings:

"You" or "your" means the person(s) or entity who has requested Overdraft Protection or Business Overdraft Protection ("Request"). "Overdraft Protection" means the automated funds transfer service established pursuant to the Request and this section. "Funding Account" means the account from which Overdraft Protection transfers are made. "Checking Account(s)" means one or more personal checking accounts for which Overdraft Protection is requested or one or more Business checking accounts for which Business Overdraft Protection is requested, as designated on the Request for Overdraft Protection.

2. **Overdraft Protection Request:** The Request must specify the Checking Account(s) and a single Funding Account. For personal accounts, the Funding Account may be a personal savings account at the Bank ("Savings Account"), a qualifying credit card account at Chase Bank USA, N.A. ("Credit Card Account"), a Home Equity Line of Credit at the Bank ("Line of Credit Account"), or a Prestige Line of Credit at the Bank ("Line of Credit Account"). For business accounts, the Funding Account may be a Business savings account at the Bank ("Savings Account"), a credit card at Chase Bank USA, N.A. ("Credit Card") or a Business Line of Credit at the Bank ("Line of Credit Account") or Business Overdraft Line of Credit at the Bank ("Overdraft Line of Credit Account"). Overdraft Protection will become effective after the Bank has received your Request and had a reasonable time to act upon it.

3. **Activation:** Whenever checks or other customer initiated transactions are drawn on a Checking Account which, if paid, would cause the Checking Account to become overdrawn, such event will constitute a transfer request and we will initiate a transfer ("Transfer") from the Funding Account to the Checking Account in multiples of \$50.00 (which includes the Transfer Fee) sufficient to pay those checks or other customer initiated transactions drawn on the Checking Account. If the Funding Account is a Credit Card Account, Transfers will be charged to the Credit Card Account under the terms disclosed in your credit card Card-

member Agreement for personal or your Business Credit Card Cardmember Agreement for business customers. If the Funding Account is a Line of Credit Account or Overdraft Line of Credit Account, Transfers will be charged to the Line of Credit Account or Overdraft Line of Credit Account, under the terms disclosed in your Home Equity or Prestige agreement, or Business Line of Credit or Business Overdraft Line of Credit loan documents. Transfers will appear on the periodic statements for the applicable Checking Account and the Funding Account. We have no obligation to inform the checking account owner if the status of the Funding Account or actions of the Funding Account owner results in the Overdraft Protection being unavailable.

4. **Maximum Overdraft Protection Amount:** The maximum amount of a Transfer ("Maximum Transfer") will be the available balance in the Savings Account, the available credit under the Credit Card Account or the available credit under the Line of Credit Account at the time of a Request as applicable. In no event shall a Transfer exceed the Maximum Transfer. If the amount of the Transfer calculated in paragraph three above exceeds the Maximum Transfer, then notwithstanding the provisions of paragraph three, the Transfer will be an amount equal to cover the amount overdrawn (which includes the Transfer Fee) for those checks or other customer initiated transactions paid as a result of the Transfer.
5. **Fees:** For each day on which a Transfer occurs, an Overdraft Protection Transfer fee will be charged to each Checking Account that receives a Transfer.
6. **Limits On Savings Account Transfers:** If the Funding Account is a Savings Account, Transfers from the Savings Account are considered "pre-authorized transfers." The number of such Transfers that may be made during each month or each statement cycle is limited in accordance with federal regulations and our Account Agreement for deposit accounts. See the Withdrawal Procedures and Limitations section for more detail.
7. **Termination Of Overdraft Protection By The Bank:** We may terminate Overdraft Protection for a Checking Account at any time upon sending written notice to the last address for the Checking Account shown on our records. If the Funding Account is closed or blocked for usage, Overdraft Protection will not be available. If a Checking Account is closed or blocked for usage, Overdraft Protection for that Checking Account will not be available.

8. **Termination Of Card Privileges:** We may terminate or block the use of a Card with access to a Checking Account when, at our discretion, we reasonably believe that there is unusual Overdraft Protection activity for that Checking Account.

9. **Termination Of Overdraft Protection By Customers:** The owner of a Checking Account or a Funding Account may cancel Overdraft Protection for that Checking Account by requesting the cancellation in person at a branch or by delivering to us written notice of cancellation. Any cancellation under this paragraph nine will be effective after we have received notice of such cancellation and had a reasonable time to act upon it.

10. **Transfer Requests For Multiple Checking Accounts:** If transfer requests occur with respect to more than one of the Checking Account(s) on the same day, we shall have sole discretion in determining the order in which such transfer requests are processed.

## SECTION III: Chase Privacy Policy

This Policy explains what Chase does to keep information about you private and secure. We want you to know how we manage that information to serve you and that you have choices about how it is shared. This Policy covers our family of companies, a partial list of which is contained at the end of this Policy. Please read this Policy carefully.

### Q. What information do you have about me?

A. To provide services and to help meet your needs, we collect information about you from various sources.

- We get information from your requests for our products or services. One example is income on loan applications.
- We get information about your transactions with us and with others. For example, we have your account balance information.
- We get information, such as your credit history, from credit bureaus.

### Q. How do you safeguard information about me?

A. We take a number of steps to protect the privacy of information about you. Here are some examples:

- We keep information under physical, electronic or procedural controls that comply with or exceed governmental standards.
- We authorize our employees, agents and contractors to get information about you only when they need it to do their work for us.
- We require companies working for us to protect information. They agree to use it only to provide the services we ask them to perform for us.

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### Q. Is information about me shared within your family of companies?

A. Yes. We may share information about you within our family as required or permitted by law. This helps us to offer you financial products and services, such as loans, deposits, investments, credit cards and insurance.

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### Q. Is information about me shared with service providers and financial companies outside your family of companies?

A. Yes, as permitted by law. We may share information about you with outside companies that work for us. These may include firms that assist in marketing our products. We may also share information about you with outside financial companies that have joint marketing agreements with us. These arrangements give you the opportunity to receive additional products or services.

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### Q. Is information about me shared with non-financial companies outside your family of companies?

A. Yes. We may share information about you with companies outside of our family as permitted by law, including retailers, auto dealers, auto makers, direct marketers, membership clubs and publishers.

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### Q. Is information about me shared in any other ways?

A. Yes. We may also share information about you in other ways, as required or permitted by law. Here are some examples of ways that we share information.

- To protect against fraud.
- To respond to a subpoena.
- To service your account.
- To report to a credit bureau.
- With your consent.

**Q. What choices do I have about information sharing and use?**

**A.** We offer you the following two choices about sharing information that identifies you:

- *Choice #1.* Third party sharing: You may tell us not to share information about you with non-financial companies outside of our family of companies. Even if you do tell us not to share, we may do so as required or permitted by law. Also if you have authorized us to share information in connection with a particular product or service, we will continue to share information about you in connection with that product or service. For example, you might have a credit card with one of our airline, retail or university partners that offers rewards programs.

and

- *Choice #2.* Affiliate sharing: You may tell us not to share the following information about you within our family of companies:

- Information from your applications to be used to determine your eligibility, such as your income.
- Information from consumer credit reports, such as your credit history.
- Information from sources used to verify information you provide us, such as outstanding loans or employment history.

Even if you do tell us not to share, we may share other types of information within our family. For example, we may share name and address, information about transactions or balances with us, as well as survey results.

and

- *Choice #3.* Affiliate marketing: You may tell us to limit our family of companies, such as our credit card and securities affiliates, from marketing their products and services to you if you do not have an account or business relationship with them. These marketing offers are based on your personal information that our affiliate receives from another Chase company; this information includes your income, your account history with us and your credit history with us. Your choice to limit these marketing offers will apply for five years from when you tell us your choice. After five years, you will receive a renewal notice from us that will allow you to continue to limit our affiliate marketing.

**Q. How do I tell you about my privacy choices?**

**A.** You may contact us by:

- Calling us toll-free at 1-888-868-8618, or
- For hearing impaired assistance, dialing 7-1-1, then 1-888-868-8618 and wait for operator assistance, or
- Writing us at P.O. Box 260177, Baton Rouge, LA 70826-0177

You do not need to contact us unless you want to make one of the privacy choices listed above.

**Q. What about joint accounts?**

**A.** Each person may separately make privacy choice and joint account holders may make privacy choices for each other. If only one joint account holder makes a privacy choice, information about the other joint account holder may be shared.

**Q. How do you tell me about your Policy?**

**A.** We send our Policy to you when you open a new account. We also send it to current customers yearly. We may change our Policy. We will send you a new policy if we broaden our information sharing practices about you. Our Policy is available at [www.Chase.com/privacy](http://www.Chase.com/privacy).

**Special Notice for Vermont Residents.**

In order to comply with Vermont law, we will automatically treat accounts with Vermont mailing addresses as if you have made the privacy choices listed above. In addition, if we disclose information about you to other financial institutions with which we have joint marketing agreements, we will only disclose your name, contact information and information about your transactions.

**Special Notice for California Residents.**

In order to comply with California law, the following applies if your account has a California mailing address.

- Even if you do not make privacy choice #1 listed above, we will not share information that we have about you with non-financial companies outside our family of companies, unless otherwise permitted by law.
- We will not share information about you within, or with financial companies outside, our family of companies unless we first provide you with further privacy choices or unless otherwise permitted by law.

**Q. Who is covered by this Policy?**

**A.** This Policy covers the JPMorgan Chase & Co. family of companies. The following is a partial list of its U.S. consumer financial services companies.

- JPMorgan Chase Bank, N.A.
- JPMorgan Insurance Agency, Inc.
- J.P. Morgan Securities Inc.
- Chase Bank USA, N.A.
- Chase Auto Finance Corp.
- Chase Home Finance LLC
- Chase Investment Services Corp.
- Chase Insurance Agency, Inc.
- Banc One Acceptance Corp.
- Bank One Education Finance Corporation
- Chase Student Loan Services, Inc.
- CSL Servicing LLC
- Chase Paymentech Solutions, LLC
- Chase Bankcard Services, Inc.
- WaMu Insurance Services, Inc.
- WaMu Investments, Inc.
- WMFS Insurance Services, Inc.

This Policy applies to current and former consumer customers including Chase accounts acquired from Washington Mutual. Separate policies may apply to customers of certain businesses, such as J.P. Morgan's Private Bank or J.P. Morgan's Private Wealth Management. In addition, customers in certain states may also receive policies that apply to them. The privacy policies posted on our websites apply when you use those sites. In addition, our online consumer information practices are at [www.Chase.com/privacy](http://www.Chase.com/privacy).

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## How to contact us:

**Personal Accounts:**

Main Phone number: 1-800-935-9935  
Spanish: 1-877-31CHASE  
(1-877-312-4273)

**Addresses:**

JPMorgan Chase Bank, N.A.  
P.O. Box 260180  
Baton Rouge, LA 70826-0180

**Business Accounts:**

Main Phone number: 1-800-CHASE38  
(1-800-242-7388)  
Spanish: 1-888-622-4273

If you believe your debit card has been lost or stolen, or for information about purchase and ATM transactions, call us at the telephone numbers listed here or write:

**Hearing Impaired:**

1-800-CHASE TD  
(1-800-242-7383)

Chase  
Regulation E, TX1-2551  
Card and ATM Operations  
P.O. Box 620002  
Dallas, TX 75262-9802

**International Calls:**

1-713-262-1672

In case of errors or questions about your electronic funds transfers (EFT), call 1-866-564-2262.

**Web Site:**

Chase.com

**CHASE** 

**CATALOG #RR123108ENG**

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